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**UNITED STATES DISTRICT COURT**  
**DISTRICT OF NEVADA**

PARADISE ENTERTAINMENT  
LIMITED, a Bermuda corporation; and  
LT GAME (CANADA) LIMITED, a  
Nevada corporation,

Plaintiffs,

v.

EMPIRE TECHNOLOGICAL GROUP  
LIMITED, a Nevada corporation;  
GAMING SPECIALIZED LOGISTICS  
LLC, a Nevada limited liability company;  
LINYI FENG, an individual; ROY  
KELCEY ALLISON, an individual; and  
DARYN KIELY, an individual,

Defendants.

Case No. 2:24-cv-00428-JCM-BNW

**ANSWER TO COUNTERCLAIMS of  
PARADISE ENTERTAINMENT LIMITED  
and LT GAME (CANADA) LIMITED**

**JURY DEMAND**

**ANSWER TO COUNTERCLAIMS**

Plaintiffs and Counterdefendants Paradise Entertainment Limited (“Paradise”) and LT Game (Canada) Limited (“LT Game”) (collectively, “Plaintiffs” or “Counterdefendants”), by and through their counsel of record, answer the Counterclaims of Defendants and Counterclaimants Empire Technological Group Limited (“Empire”); Gaming Specialized Logistics LLC (“GSL”); Mr. Linyi “Frank” Feng (“Mr. Feng”); Mr. Roy Kelcey Allison (“Mr. Allison”); and Mr. Daryn Kiely (“Mr. Kiely”) (collectively, “Defendants” or “Counterclaimants”) as follows:

1. Counterdefendants incorporate by reference the allegations set forth in their Complaint (ECF No. 1) as if fully set forth herein.

**RESPONSE TO COUNT ONE**

2. After meeting and conferring with Plaintiffs, Mr. Allison agreed to withdraw Count One of Counterclaimants’ Counterclaims without prejudice. *See* (ECF No. 28) (Stipulation and Order to Dismiss Counterclaim Counts One and Two). To the extent Count One of Counterclaimants’ Counterclaims requires a response, Counterdefendants respond as follows. Counterdefendants incorporate their responses to the foregoing paragraphs as if set forth fully herein.

3. After meeting and conferring with Plaintiffs, Mr. Allison agreed to withdraw Count One of Counterclaimants’ Counterclaims without prejudice. *See* (ECF No. 28) (Stipulation and Order to Dismiss Counterclaim Counts One and Two). To the extent Count One of Counterclaimants’ Counterclaims requires a response, Counterdefendants respond as follows. Paragraph 3 is Mr. Allison’s statement of claim and does not require a response. To the extent Paragraph 3 requires a response, Counterdefendants deny the same.

4. After meeting and conferring with Plaintiffs, Mr. Allison agreed to withdraw Count One of Counterclaimants’ Counterclaims without prejudice. *See* (ECF No. 28) (Stipulation and Order to Dismiss Counterclaim Counts One and Two). To the extent Count One of Counterclaimants’ Counterclaims requires a response, Counterdefendants respond as follows. Admitted.

5. After meeting and conferring with Plaintiffs, Mr. Allison agreed to withdraw Count One of Counterclaimants’ Counterclaims without prejudice. *See* (ECF No. 28) (Stipulation and Order to Dismiss Counterclaim Counts One and Two). To the extent Count One of Counterclaimants’

Counterclaims requires a response, Counterdefendants respond as follows. Paragraph 5 purports to characterize the content of Exhibit D to the Complaint (ECF No. 1-4), but the document speaks for itself, and Counterdefendants deny any different characterizations of what the document says.

6. After meeting and conferring with Plaintiffs, Mr. Allison agreed to withdraw Count One of Counterclaimants' Counterclaims without prejudice. *See* (ECF No. 28) (Stipulation and Order to Dismiss Counterclaim Counts One and Two). To the extent Count One of Counterclaimants' Counterclaims requires a response, Counterdefendants respond as follows. Paragraph 6 purports to characterize the content of Exhibit D to the Complaint (ECF No. 1-4), but the document speaks for itself, and Counterdefendants deny any different characterizations of what the document says.

7. After meeting and conferring with Plaintiffs, Mr. Allison agreed to withdraw Count One of Counterclaimants' Counterclaims without prejudice. *See* (ECF No. 28) (Stipulation and Order to Dismiss Counterclaim Counts One and Two). To the extent Count One of Counterclaimants' Counterclaims requires a response, Counterdefendants respond as follows. Denied.

8. After meeting and conferring with Plaintiffs, Mr. Allison agreed to withdraw Count One of Counterclaimants' Counterclaims without prejudice. *See* (ECF No. 28) (Stipulation and Order to Dismiss Counterclaim Counts One and Two). To the extent Count One of Counterclaimants' Counterclaims requires a response, Counterdefendants respond as follows. Denied.

9. After meeting and conferring with Plaintiffs, Mr. Allison agreed to withdraw Count One of Counterclaimants' Counterclaims without prejudice. *See* (ECF No. 28) (Stipulation and Order to Dismiss Counterclaim Counts One and Two). To the extent Count One of Counterclaimants' Counterclaims requires a response, Counterdefendants respond as follows. Denied.

10. After meeting and conferring with Plaintiffs, Mr. Allison agreed to withdraw Count One of Counterclaimants' Counterclaims without prejudice. *See* (ECF No. 28) (Stipulation and Order to Dismiss Counterclaim Counts One and Two). To the extent Count One of Counterclaimants' Counterclaims requires a response, Counterdefendants respond as follows. Paragraph 10 purports to set forth legal conclusions to which no response is required. To the extent Paragraph 10 contains any factual allegations, those factual allegations are denied.

11. After meeting and conferring with Plaintiffs, Mr. Allison agreed to withdraw Count One

1 of Counterclaimants' Counterclaims without prejudice. *See* (ECF No. 28) (Stipulation and Order to  
2 Dismiss Counterclaim Counts One and Two). To the extent Count One of Counterclaimants'  
3 Counterclaims requires a response, Counterdefendants respond as follows. Paragraph 11 purports to set  
4 forth legal conclusions to which no response is required. To the extent Paragraph 11 contains any factual  
5 allegations, those factual allegations are denied.

6 12. After meeting and conferring with Plaintiffs, Mr. Allison agreed to withdraw Count One  
7 of Counterclaimants' Counterclaims without prejudice. *See* (ECF No. 28) (Stipulation and Order to  
8 Dismiss Counterclaim Counts One and Two). To the extent Count One of Counterclaimants'  
9 Counterclaims requires a response, Counterdefendants respond as follows. Paragraph 12 is Mr. Allison's  
10 request for damages and does not require a response. To the extent Paragraph 12 requires a response,  
11 Counterdefendants deny the same.

12 13. After meeting and conferring with Plaintiffs, Mr. Allison agreed to withdraw Count One  
13 of Counterclaimants' Counterclaims without prejudice. *See* (ECF No. 28) (Stipulation and Order to  
14 Dismiss Counterclaim Counts One and Two). To the extent Count One of Counterclaimants'  
15 Counterclaims requires a response, Counterdefendants respond as follows. Paragraph 13 is Mr. Allison's  
16 request for damages and does not require a response. To the extent Paragraph 13 requires a response,  
17 Counterdefendants deny the same.

#### 18 **RESPONSE TO COUNT TWO**

19 14. After meeting and conferring with Plaintiffs, GSL agreed to withdraw Count Two of  
20 Counterclaimants' Counterclaims without prejudice. *See* (ECF No. 28) (Stipulation and Order to Dismiss  
21 Counterclaim Counts One and Two). To the extent Count Two of Counterclaimants' Counterclaims  
22 requires a response, Counterdefendants respond as follows. Counterdefendants incorporate their  
23 responses to the foregoing paragraphs as if set forth fully herein.

24 15. After meeting and conferring with Plaintiffs, GSL agreed to withdraw Count Two of  
25 Counterclaimants' Counterclaims without prejudice. *See* (ECF No. 28) (Stipulation and Order to Dismiss  
26 Counterclaim Counts One and Two). To the extent Count Two of Counterclaimants' Counterclaims  
27 requires a response, Counterdefendants respond as follows. Paragraph 15 is GSL's statement of claim  
28 and does not require a response. To the extent Paragraph 15 requires a response, Counterdefendants deny

1 the same.

2 16. After meeting and conferring with Plaintiffs, GSL agreed to withdraw Count Two of  
3 Counterclaimants' Counterclaims without prejudice. *See* (ECF No. 28) (Stipulation and Order to Dismiss  
4 Counterclaim Counts One and Two). To the extent Count Two of Counterclaimants' Counterclaims  
5 requires a response, Counterdefendants respond as follows. Paragraph 16 purports to characterize the  
6 content of Exhibit A to the Counterclaims, but the document speaks for itself, and Counterdefendants deny  
7 any different characterizations of what the document says.

8 17. After meeting and conferring with Plaintiffs, GSL agreed to withdraw Count Two of  
9 Counterclaimants' Counterclaims without prejudice. *See* (ECF No. 28) (Stipulation and Order to Dismiss  
10 Counterclaim Counts One and Two). To the extent Count Two of Counterclaimants' Counterclaims  
11 requires a response, Counterdefendants respond as follows. Paragraph 17 purports to characterize the  
12 content of Exhibit A to the Counterclaims (ECF No. 17-1), but the document speaks for itself, and  
13 Counterdefendants deny any different characterizations of what the document says.

14 18. After meeting and conferring with Plaintiffs, GSL agreed to withdraw Count Two of  
15 Counterclaimants' Counterclaims without prejudice. *See* (ECF No. 28) (Stipulation and Order to Dismiss  
16 Counterclaim Counts One and Two). To the extent Count Two of Counterclaimants' Counterclaims  
17 requires a response, Counterdefendants respond as follows. Counterdefendants admit that GSL provided  
18 consultancy services to LT Game until June 2023 but deny any suggestion that the December 2018  
19 Consultancy Services Agreement was in effect for the entirety of that time period.

20 19. After meeting and conferring with Plaintiffs, GSL agreed to withdraw Count Two of  
21 Counterclaimants' Counterclaims without prejudice. *See* (ECF No. 28) (Stipulation and Order to Dismiss  
22 Counterclaim Counts One and Two). To the extent Count Two of Counterclaimants' Counterclaims  
23 requires a response, Counterdefendants respond as follows. Denied.

24 20. After meeting and conferring with Plaintiffs, GSL agreed to withdraw Count Two of  
25 Counterclaimants' Counterclaims without prejudice. *See* (ECF No. 28) (Stipulation and Order to Dismiss  
26 Counterclaim Counts One and Two). To the extent Count Two of Counterclaimants' Counterclaims  
27 requires a response, Counterdefendants respond as follows. Denied.

28 21. After meeting and conferring with Plaintiffs, GSL agreed to withdraw Count Two of

Counterclaimants' Counterclaims without prejudice. *See* (ECF No. 28) (Stipulation and Order to Dismiss Counterclaim Counts One and Two). To the extent Count Two of Counterclaimants' Counterclaims requires a response, Counterdefendants respond as follows. Paragraph 21 purports to set forth legal conclusions to which no response is required. To the extent Paragraph 21 contains any factual allegations, those factual allegations are denied.

22. After meeting and conferring with Plaintiffs, GSL agreed to withdraw Count Two of Counterclaimants' Counterclaims without prejudice. *See* (ECF No. 28) (Stipulation and Order to Dismiss Counterclaim Counts One and Two). To the extent Count Two of Counterclaimants' Counterclaims requires a response, Counterdefendants respond as follows. Paragraph 22 purports to set forth legal conclusions to which no response is required. To the extent Paragraph 22 contains any factual allegations, those factual allegations are denied.

23. After meeting and conferring with Plaintiffs, GSL agreed to withdraw Count Two of Counterclaimants' Counterclaims without prejudice. *See* (ECF No. 28) (Stipulation and Order to Dismiss Counterclaim Counts One and Two). To the extent Count Two of Counterclaimants' Counterclaims requires a response, Counterdefendants respond as follows. Paragraph 23 is GSL's request for damages and does not require a response. To the extent Paragraph 23 requires a response, Counterdefendants deny the same.

24. After meeting and conferring with Plaintiffs, GSL agreed to withdraw Count Two of Counterclaimants' Counterclaims without prejudice. *See* (ECF No. 28) (Stipulation and Order to Dismiss Counterclaim Counts One and Two). To the extent Count Two of Counterclaimants' Counterclaims requires a response, Counterdefendants respond as follows. Paragraph 24 is GSL's request for damages and does not require a response. To the extent Paragraph 24 requires a response, Counterdefendants deny the same.

### **RESPONSE TO COUNT THREE**

25. Counterdefendants incorporate their responses to the foregoing paragraphs as if set forth fully herein.

26. Paragraph 26 is Counterclaimants' statement of claim and does not require a response. To the extent Paragraph 26 requires a response, Counterdefendants deny the same.

27. Admitted.

28. Counterdefendants admit that Counterclaimants have denied allegations in Plaintiffs' Complaint relating to trade secret misappropriation. To the extent that Paragraph 28 incorporates any factual allegations set forth in Defendants' Answer, those factual allegations are denied.

29. Paragraph 29 purports to set forth legal conclusions to which no response is required. To the extent Paragraph 29 contains any factual allegations, those factual allegations are denied.

30. Paragraph 30 is Counterclaimants' request for damages and does not require a response. To the extent Paragraph 30 requires a response, Counterdefendants deny the same.

**PRAYER FOR RELIEF**

Counterdefendants deny that Counterclaimants are entitled to the requested monetary and equitable relief. Counterdefendants seek judgment consistent with their Complaint.

**DEMAND FOR JURY TRIAL**

In accordance with Fed. R. Civ. P. 38(b), Counterdefendants hereby demand a trial by jury for all issues triable by jury.

**First Affirmative Defense—Failure to State a Claim**

Counterclaimants' Counterclaims fail to state a claim on which relief may be granted.

**Second Affirmative Defense—Unclean Hands**

Counterclaimants are barred from obtaining the relief sought in the Counterclaims by the doctrine of unclean hands, for reasons set forth in Plaintiffs' Complaint.

**Third Affirmative Defense—Estoppel**

Counterclaimants are barred from obtaining the relief sought in the Counterclaims by the doctrine of estoppel, for reasons set forth in Plaintiffs' Complaint.

**Fourth Affirmative Defense—Laches**

Counterclaimants are barred from obtaining the relief sought in the Counterclaims by the doctrine of laches, for reasons set forth in Plaintiffs' Complaint.

**Fifth Affirmative Defense—Fraud**

Counterclaimants are barred from obtaining the relief sought in the Counterclaims because of Counterclaimants' fraud, for reasons set forth in Plaintiffs' Complaint



**Sixth Affirmative Defense—Unjust Enrichment**

Counterclaimants are barred from obtaining the relief sought in the Complaint because Counterclaimants have been unjustly enriched, for reasons set forth in Plaintiffs' Complaint.

**Seventh Affirmative Defense—Affirmative Defenses Pursuant to Fed. R. Civ. P. 8**

Counterdefendants hereby incorporate those affirmative defenses enumerated in Fed. R. Civ. P. 8 as if fully set forth herein. Such defenses are herein incorporated by reference for the specific purpose of not waiving any such defense.

**Reservation of Rights**

Counterdefendants reserve the right to amend, supplement, alter, and/or change this Answer to Counterclaims, including asserting additional affirmative defenses, upon the revelation of more definite facts during and/or upon the completion of further discovery and investigation.

DATED: June 7, 2024

**HOLLEY DRIGGS**

/s/ Jessica M. Lujan

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